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NO. 5318 P. 7

DEC 13 2006

Application No.: 10/006,358

2000P22685US
Walter Rosenbaum et al.

REMARKS

Claim Status

After entry of the present Amendment, Claims 1 and 2 are pending. By this Amendment, Claims 1 and 2 are amended. No new matter has been added.

Claim Rejections - 35 U.S.C. § 103

The Examiner rejects Claims 1 and 2 under 35 U.S.C. § 103(a) as being unpatentable over Koreeda (U.S. Patent No. 5,890,137) in view of Hennig (U.S. Patent No. 6,587,827). The Examiner asserts that Koreeda discloses the steps of transmission of an order [...] via an electronic network [...] in which a service center is specified as the delivery location; and dispatch to the service center. The Examiner concedes that Koreeda does not disclose the claim limitations listed in Item 6 of the Office Action, and cites Hennig as disclosing these missing claim limitations. The Examiner concludes that it would have been obvious to use the code and packaging system of Hennig with the ordering and distribution system of Koreeda since it would speed up the processing system and decrease the amount of distribution errors in the shopping process. Applicants respectfully traverse.

Discussion of Koreeda

Koreeda discloses an on-line/Internet shopping system and is concerned with payment settlement, in particular with preventing the leakage of credit card information. (Abstract) The system includes store systems 2a, 2b (Fig. 1), a user system 5 and a service center 7. (Fig. 1) The service center 7 plays a central role in Koreeda's system in that it, e.g., sends payment settlement data, product data, and issues sale invoices. (Col. 5, lines 54-67.)

However, in Koreeda's shopping system the service center 7 is not specified as the delivery location, as defined in Claim 1. The service center 7 sends product data and personal data for the product delivery to the pertinent store, but is not specified as a delivery location or performing any product delivery since each store system 2a, 2b, 2c conducts its own delivery to the user. (Col. 5, lines 56-62.) In this regard, Koreeda's system is believed to be similar to the prior art discussed on page 1, lines 27-31, of the instant specification.

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Walter Rosenbaum et al.Discussion of Hennig

Hennig discloses a system for processing a customer generated order for a product, wherein a client 10 creates an order event with a supplier 14, a server 12 routes the order event to the supplier 14, the server 12 monitors the status of the order event, and the supplier 14 processes the order event. (Abstract, and col. 6, lines 4-25) The product is immediately shipped directly from the supplier 14 to the customer if the supplier 14 accepts the order. (Col. 6, lines 36-38.) The supplier 14 prepares the order event for processing, including printing shipping labels, preparing the packaging, or making the shipping receipt. (Col. 7, lines 8-16.)

Contrary to Claim 1, but similar to Koreeda, in Hennig's system the supplier ships the product directly to the customer. In Claim 1, the purchaser orders from the online provider, which then orders from a supplier and specifies a service center as the delivery location. Hence, in Claim 1, the supplier dispatches the article to the service center, but not to the customer.

Furthermore, Claim 1 specifies sending instructions to print labels of the online provider, combined the article in the service center with the associated printed-out documents, preparing the article for dispatch in the online provider layout and dispatching it from the service center to the purchaser. Hennig is silent as to these limitations of Claim 1. In fact, it appears that Hennig describes conventional label printing and packaging, as described on page 1, lines 27-35, of the instant specification. In Hennig, there is no disclosure or suggestion that the supplier 14 prints labels of the online provider, or that the article is prepared for dispatch in the layout of the online provider.

Combination of Koreeda and Hennig

The above discussion shows that Koreeda and Hennig do not disclose or suggest each and every limitation of Claim 1 to render Claim 1 obvious. More particularly, even a combination of Koreeda and Hennig teaches that the respective supplier of the article delivers directly to the online customer. Dispatch to a service center specified as the delivery location in Claim 1 is not taught by Koreeda and Hennig. In addition, the concept of preparing the article in the layout of the online provider (with whom the online customer deals) is not taught by Koreeda and Hennig.

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In view of the foregoing, Applicants respectfully submit that Koreeda and Hennig, alone or in combination, do not suggest a method of ordering and dispatching articles as defined in Claim 1. Applicants respectfully request the Examiner to reconsider and to withdraw the rejections under 35 USC § 103(a) and to pass Claim 1 to allowance.

Claim 2 depends from Claim 1. The arguments regarding Claim 1 are repeated herewith. For these reasons and because of the additional inventive features recited in Claim 2, Applicants respectfully request the Examiner to pass Claim 2 to allowance.

By way of background, Applicants submit that the method of Claim 1 allows an online provider to service his customers with his own invoices, labels and packaging. The customer, therefore, is under the impression that he is only dealing with the online provider with whom he placed the original order. This binds the customer to the online provider. Accordingly, the supplier of the goods does not deal with the online customer and may not even know his identity or address. As a consequence, the supplier may not use the customer's instant order for future marketing efforts.

CONCLUSION

The present response is intended to correspond with the Revised Amendment Format. Should any part of the present response not be in full compliance with the requirements of the Revised Amendment Format, the Examiner is asked to contact the undersigned for immediate correction.

For the above reasons, Applicants respectfully submit that the application is in condition for allowance, and such allowance is herewith respectfully requested.

Nevertheless, if any undeveloped issues remain or if any issues require clarification, the Examiner is respectfully requested to call Applicants' attorney in order to resolve such issues promptly.

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Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 502464 referencing attorney docket number 2000P22685US.

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